

UNITED STATES BANKRUPTCY COURT
DISTRICT OF NEW JERSEY

ATTORNEY MONTHLY FEE STATEMENT COVER SHEET
FOR THE PERIOD APRIL 17, 2023, THROUGH APRIL 30, 2023

In re David's Bridal, LLC, *et al.*

Applicant: Kirkland & Ellis LLP and
Kirkland & Ellis International LLP

Case No. 23-13131 (CMG)

Client: Debtors and Debtors in Possession

Chapter 11

Case Filed: April 17, 2023

COMPLETION AND SIGNING OF THIS FORM CONSTITUTES A CERTIFICATION
UNDER PENALTY OF PERJURY PURSUANT TO 28 U.S.C. § 1746.

RETENTION ORDER ATTACHED.

/s/ Christopher T. Greco 06/15/2023
CHRISTOPHER T. GRECO Date

<p style="text-align: center;">SECTION I FEE SUMMARY</p>
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Summary of Amounts Requested for the Period
April 17, 2023, through April 30, 2023 (the “**Compensation Period**”)

Fee Total	\$264,279.00
Disbursement Total	\$2,643.98
Total Fees Plus Disbursements	\$266,922.98

Summary of Amounts Requested for Previous Periods

Total Previous Fees and Expenses Requested:	\$0.00
Total Fees and Expenses Allowed to Date:	\$0.00
Total Retainer Remaining:	\$24,630.01
Total Holdback:	\$0.00
Total Received by Applicant:	\$0.00

Name of Professional	Title	Department	Year Admitted	Hours	Rate	Fee
Weiwei Chen	Associate	Taxation	2018	0.60	\$935.00	\$561.00
Nicole Cipriano	Associate	Restructuring	2023	39.60	\$735.00	\$29,106.00
Andrew Houlin	Associate	Corporate - Debt Finance	2017	18.80	\$1,155.00	\$21,714.00
Aaron Metviner	Associate	Restructuring	2018	41.50	\$1,155.00	\$47,932.50
Rachael Marie Bentley	Partner	Restructuring	2017	35.90	\$1,375.00	\$49,362.50
Willard Boothby, P.C.	Partner	Corporate - M&A/Private Equity	2011	2.30	\$1,795.00	\$4,128.50
Susan D. Golden	Partner	Restructuring	1988	0.40	\$1,475.00	\$590.00
John Thomas Goldman	Partner	Real Estate	2002	1.00	\$1,745.00	\$1,745.00
Christopher T. Greco, P.C.	Partner	Restructuring	2007	22.20	\$2,045.00	\$45,399.00
Jennifer McWhaw	Partner	Corporate - Debt Finance	2019	14.40	\$1,375.00	\$19,800.00
Anthony Vincenzo Sexton, P.C.	Partner	Taxation	2011	0.70	\$1,680.00	\$1,176.00
Michael B. Slade	Partner	Litigation - General	1999	7.40	\$1,855.00	\$13,727.00
Josh Sussberg, P.C.	Partner	Restructuring	2004	2.10	\$2,045.00	\$4,294.50
Austin Witt, P.C.	Partner	Corporate - Debt Finance	2008	3.70	\$1,925.00	\$7,122.50
Marta Dudyan	Conflicts Analyst	Conflicts Analysis	N/A	26.00	\$315.00	\$8,190.00
Julia R. Foster	Paralegal	Restructuring	N/A	1.60	\$480.00	\$768.00
Eric Nyberg	Conflicts Analyst	Conflicts Analysis	N/A	27.50	\$315.00	\$8,662.50
TOTALS				245.70		\$264,279.00

**SECTION II
SUMMARY OF SERVICES**

Matter Number	Services Rendered	Hours	Fee
3	Chapter 11 Filing & First-Day Pleading	29.50	\$40,472.00
4	Corporate & Governance Matters	5.90	\$10,466.50
5	Disclosure Statement/Plan/Confirmation	0.00	\$0.00
6	DIP Financing and Cash Collateral	52.10	\$66,808.50
7	Cash Management	0.00	\$0.00
8	Automatic Stay Issues	0.00	\$0.00
9	Asset Sales/Section 363/Use, Sale & Disposition	14.10	\$24,656.50
10	Executory Contracts & Unexpired Leases	0.50	\$687.50
11	Business Operations	0.00	\$0.00
12	Claims Administration	0.00	\$0.00
13	Schedules and Statements (SOFAs)	0.00	\$0.00
14	Creditor and Stakeholder Communications	8.80	\$10,428.00
15	U.S. Trustee Matters and Communication	0.00	\$0.00
16	Hearings	13.70	\$20,366.50
17	Insurance and Surety Matters	0.00	\$0.00
18	Utilities	0.00	\$0.00
19	Tax Matters	1.30	\$1,737.00
20	Case Administration	11.10	\$13,621.00
21	Retention—K&E	92.30	\$52,460.50
22	Retention—Non-K&E	3.80	\$4,389.00
23	Vendor Matters	2.00	\$2,618.00
24	Litigation	0.40	\$484.00
25	Non-Working Travel	8.80	\$13,159.00
26	International Matters	1.10	\$1,512.50
27	Creditors' Committee Matters	0.30	\$412.50
28	Employee and Labor Matters	0.00	\$0.00
SERVICES TOTALS		245.70	\$264,279.00

**SECTION III
SUMMARY OF DISBURSEMENTS**

Disbursements	Amount
Third Party Telephone Charges	\$15.00
Standard Copies or Prints	\$48.70
Color Copies or Prints	\$110.55
Local Transportation	\$23.24
Airfare	\$1,152.00
Transportation to/from airport	\$379.00
Working Meals/K&E Only	\$8.53
Outside Retrieval Service	\$851.94
Overtime Transportation	\$55.02
DISBURSEMENTS TOTAL	\$2,643.98

**SECTION IV
CASE HISTORY**

- (1) Date cases filed: April 17, 2023
- (2) Chapter under which case commenced: Chapter 11
- (3) Date of retention: June 1, 2023, effective as of April 17, 2023. See **Exhibit A**.
If limit on number of hours or other limitations to retention, set forth: N/A
- (4) Summarize in brief the benefits to the estate and attach supplements as needed:¹
 - (a) The Applicant facilitated the commencement of the chapter 11 cases through the filing of six (6) voluntary petitions.
 - (b) The Applicant drafted, reviewed, revised, and coordinated the filing of the Debtors' first day motions and first day declaration.
 - (c) The Applicant facilitated the commencement of the Debtors' sale process.
 - (d) The Applicant negotiated with various constituents, including the Office of the United States Trustee, in connection with the relief requested, and assisted in achieving consensual resolutions of the first day motions.
 - (e) The Applicant attended and participated in the first day hearing.
 - (f) The Applicant tended to other matters concerning administration of the chapter 11 cases.
 - (g) The Applicant rendered all other services set forth on the invoices attached hereto as **Exhibit B**.²
- (5) Anticipated distribution to creditors:
 - (a) Administration expense: Unknown at this time.

¹ The following summary is intended to highlight the general categories of services the Applicant rendered on behalf of the Debtors and for the benefit of the estates; it is not intended to itemize each and every professional service which the Applicant performed.

² The invoice attached hereto as **Exhibit B** contains detailed descriptions of the services rendered and expenses incurred by the Applicant during the Compensation Period.

- (b) Secured creditors: Unknown at this time.
- (c) Priority creditors: Unknown at this time.
- (d) General unsecured creditors: Unknown at this time.
- (6) Final disposition of case and percentage of dividend paid to creditors: This is the first monthly fee statement.

Exhibit A

Retention Order



Order Filed on June 1, 2023
by Clerk
U.S. Bankruptcy Court
District of New Jersey

UNITED STATES BANKRUPTCY COURT
DISTRICT OF NEW JERSEY

Caption in Compliance with D.N.J. LBR 9004-1(b)
COLE SCHOTZ P.C.

Court Plaza North
25 Main Street
P.O. Box 800
Hackensack, New Jersey 07602-0800
(201) 489-3000
(201) 489-1536 Facsimile
Michael D. Sirota, Esq.
msirota@coleschotz.com
Felice R. Yudkin, Esq.
fyudkin@coleschotz.com
Jacob S. Frumkin, Esq.
jfrumkin@coleschotz.com

KIRKLAND & ELLIS LLP
KIRKLAND & ELLIS INTERNATIONAL LLP

601 Lexington Avenue
New York, New York 10022
(212) 446-4800
(212) 446-4900 Facsimile
Joshua A. Sussberg, P.C. (admitted *pro hac vice*)
joshua.sussberg@kirkland.com
Christopher T. Greco, P.C. (admitted *pro hac vice*)
christopher.greco@kirkland.com
Rachael M. Bentley (admitted *pro hac vice*)
rachael.bentley@kirkland.com

-and-

KIRKLAND & ELLIS LLP
KIRKLAND & ELLIS INTERNATIONAL LLP

300 North LaSalle Street
Chicago, Illinois 60654
(312) 862-2000
(312) 862-2200 Facsimile
Alexandra Schwarzman, P.C. (admitted *pro hac vice*)
alexandra.schwarzman@kirkland.com

Proposed Counsel to Debtors

In re:

DAVID'S BRIDAL, LLC, *et al.*,

Debtors.¹

Chapter 11

Case No. Case No. 23-13131 (CMG)

Judge: Christine M. Gravelle

(Jointly Administered)

¹ The debtors in these chapter 11 cases, along with the last four digits of each debtor's federal tax identification number, are: David's Bridal, LLC (4563); DBI Midco, Inc. (7392); DBI Holdco II, Inc. (7512); DBI Investors, Inc. (3857); David's Bridal Canada, Inc. (N/A); Blueprint Registry, LLC (2335). The location of debtor

Handwritten signature of Christine M. Gravelle in black ink.
Honorable Christine M. Gravelle
United States Bankruptcy Judge

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Debtors: DAVID'S BRIDAL, LLC, *et al.*

Case No. 23-13131-CMG

Caption of Order: ORDER AUTHORIZING THE RETENTION AND EMPLOYMENT OF KIRKLAND & ELLIS LLP AND KIRKLAND & ELLIS INTERNATIONAL LLP AS ATTORNEYS FOR THE DEBTORS AND DEBTORS IN POSSESSION EFFECTIVE AS OF APRIL 17, 2023

**ORDER AUTHORIZING THE RETENTION
AND EMPLOYMENT OF KIRKLAND & ELLIS LLP AND
KIRKLAND & ELLIS INTERNATIONAL LLP AS ATTORNEYS FOR THE
DEBTORS AND DEBTORS IN POSSESSION EFFECTIVE AS OF APRIL 17, 2023**

The relief set forth on the following pages, numbered three (3) through eight (8), is
hereby **ORDERED**.

David's Bridal, LLC's principal place of business and the debtors' service address in these chapter 11 cases is 1001 Washington Street, Conshohocken, Pennsylvania 19428.

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Debtors: DAVID’S BRIDAL, LLC, *et al.*

Case No. 23-13131-CMG

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Upon the application (the “Application”)² of the above-captioned debtors and debtors in possession (collectively, the “Debtors”) for the entry of an order (the “Order”) authorizing the Debtors to retain and employ Kirkland & Ellis LLP and Kirkland & Ellis International LLP (collectively, “Kirkland”) as their attorneys effective as of the Petition Date, pursuant to sections 327(a) and 330 of title 11 of the United States Code (the “Bankruptcy Code”), rules 2014(a) and 2016 of the Federal Rules of Bankruptcy Procedure (the “Bankruptcy Rules”), and rules 2014-1 and 2016-1 of the Local Bankruptcy Rules for the District of New Jersey (the “Local Rules”); and the Court having reviewed the Application, the Declaration of Christopher T. Greco, the president of Christopher T. Greco, P.C., a partner of Kirkland & Ellis LLP, and a partner of Kirkland & Ellis International LLP (the “Greco Declaration”), and the declaration of James Marcum, the Chief Executive Officer of David’s Bridal, LLC (the “Marcum Declaration”); and the Court having found that the Court has jurisdiction over this matter pursuant to 28 U.S.C. §§ 157 and 1334; and the Court having found that the Application is a core proceeding pursuant to 28 U.S.C. § 157(b)(2); and the Court having found that venue of this proceeding and the Application in this district is proper pursuant to 28 U.S.C. §§ 1408 and 1409; and the Court having found based on the representations made in the Application and in the Greco Declaration that (a) Kirkland does not hold or represent an interest adverse to the Debtors’ estates and (b) Kirkland is a “disinterested person” as defined in section 101(14) of the Bankruptcy Code and

² Capitalized terms used but not otherwise defined herein shall have the meanings set forth in the Application.

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Debtors: DAVID'S BRIDAL, LLC, *et al.*

Case No. 23-13131-CMG

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as required by section 327(a) of the Bankruptcy Code; and the Court having found that the relief requested in the Application is in the best interests of the Debtors' estates; and the Court having found that the Debtors provided adequate and appropriate notice of the Application under the circumstances and that no other or further notice is required; and the Court having reviewed the Application and having heard statements in support of the Application at a hearing held before the Court (the "Hearing"); and the Court having determined that the legal and factual bases set forth in the Application and at the Hearing establish just cause for the relief granted herein; and any objections to the relief requested herein having been withdrawn or overruled on the merits; and after due deliberation and sufficient cause appearing therefor, it is HEREBY ORDERED THAT:

1. The Application is granted to the extent set forth herein.
2. The Debtors are authorized to retain and employ Kirkland as their attorneys effective as of the Petition Date in accordance with the terms and conditions set forth in the Application and in the Engagement Letter attached hereto as Exhibit 1.
3. Kirkland is authorized to provide the Debtors with the professional services as described in the Application and the Engagement Letter. Specifically, but without limitation, Kirkland will render the following legal services:
 - a. advising the Debtors with respect to their powers and duties as debtors in possession in the continued management and operation of their businesses and properties;
 - b. advising and consulting on their conduct during these chapter 11 cases, including all of the legal and administrative requirements of operating in chapter 11;

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Debtors: DAVID'S BRIDAL, LLC, *et al.*

Case No. 23-13131-CMG

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- c. attending meetings and negotiating with representatives of creditors and other parties in interest;
 - d. taking all necessary actions to protect and preserve the Debtors' estates, including prosecuting actions on the Debtors' behalf, defending any action commenced against the Debtors, and representing the Debtors in negotiations concerning litigation in which the Debtors are involved, including objections to claims filed against the Debtors' estates;
 - e. preparing pleadings in connection with these chapter 11 cases, including motions, applications, answers, orders, reports, and papers necessary or otherwise beneficial to the administration of the Debtors' estates;
 - f. representing the Debtors in connection with obtaining authority to continue using cash collateral and postpetition financing;
 - g. advising the Debtors in connection with any potential sale of assets;
 - h. appearing before the Court and any appellate courts to represent the interests of the Debtors' estates;
 - i. advising the Debtors regarding tax matters;
 - j. taking any necessary action on behalf of the Debtors to negotiate, prepare, and obtain approval of a disclosure statement and confirmation of a chapter 11 plan and all documents related thereto; and
 - k. performing all other necessary legal services for the Debtors in connection with the prosecution of these chapter 11 cases, including: (i) analyzing the Debtors' leases and contracts and the assumption and assignment or rejection thereof; (ii) analyzing the validity of liens against the Debtors' assets; and (iii) advising the Debtors on corporate and litigation matters.

4. Kirkland shall apply for compensation for professional services rendered and reimbursement of expenses incurred in connection with the Debtors' chapter 11 cases in compliance with sections 330 and 331 of the Bankruptcy Code and applicable provisions of the Bankruptcy Rules, Local Rules, and any other applicable procedures and orders of the Court. Kirkland also intends to make a reasonable effort to comply with the U.S. Trustee's requests for

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Debtors: DAVID'S BRIDAL, LLC, *et al.*

Case No. 23-13131-CMG

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information and additional disclosures as set forth in the *Guidelines for Reviewing Applications for Compensation and Reimbursement of Expenses Filed under 11 U.S.C. § 330* by Attorneys in Larger Chapter 11 Cases Effective as of November 1, 2013 (the "Revised UST Guidelines"), both in connection with the Application and the interim and final fee applications to be filed by Kirkland in these chapter 11 cases.

5. Notwithstanding anything in the Application, Declaration, or Engagement Letter to the contrary, Kirkland shall apply any remaining amounts of its prepetition advance payment retainer as a credit toward postpetition fees and expenses, after such postpetition fees and expenses are approved pursuant to an order of the Court awarding fees and expenses to Kirkland. Kirkland is authorized without further order of the Court to reserve and apply amounts from the prepetition advance payment retainer that would otherwise be applied toward payment of postpetition fees and expenses as are necessary and appropriate to compensate and reimburse Kirkland for fees or expenses incurred on or prior to the Petition Date consistent with its ordinary course billing practices.

6. Notwithstanding anything to the contrary in the Application, the Engagement Letter, or the Declarations attached to the Application, the reimbursement provisions allowing the reimbursement of fees and expenses incurred in connection with participating in, preparing for, or responding to any action, claim, suit, or proceeding brought by or against any party that relates to the legal services provided under the Engagement Letter and fees for defending any objection to Kirkland's fee applications under the Bankruptcy Code are not approved pending further order of the Court.

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Debtors: DAVID'S BRIDAL, LLC, *et al.*

Case No. 23-13131-CMG

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7. Kirkland shall not charge a markup to the Debtors with respect to fees billed by contract attorneys who are hired by Kirkland to provide services to the Debtors and shall ensure that any such contract attorneys are subject to conflict checks and disclosures in accordance with the requirements of the Bankruptcy Code and Bankruptcy Rules.

8. In order to avoid any duplication of effort and provide services to the Debtors in the most efficient and cost-effective manner, Kirkland shall coordinate with Cole Schotz and any additional firms the Debtors retain regarding their respective responsibilities in these chapter 11 cases.

9. Kirkland shall provide ten-business-days' notice to the Debtors, the U.S. Trustee, and any official committee before any increases in the rates set forth in the Application or the Engagement Letter are implemented and shall file such notice with the Court. The U.S. Trustee retains all rights to object to any rate increase on all grounds, including the reasonableness standard set forth in section 330 of the Bankruptcy Code, and the Court retains the right to review any rate increase pursuant to section 330 of the Bankruptcy Code.

10. No agreement or understanding exists between Kirkland and any other person, other than as permitted by Bankruptcy Code section 504, to share compensation received for services rendered in connection with these chapter 11 cases, nor shall Kirkland share or agree to share compensation received for services rendered in connection with these chapter 11 cases with any other person other than as permitted by Bankruptcy Code section 504.

11. The Debtors and Kirkland are authorized to take all actions necessary to effectuate the relief granted pursuant to this Order in accordance with the Application.

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Debtors: DAVID'S BRIDAL, LLC, *et al.*

Case No. 23-13131-CMG

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12. Notice of the Application as provided therein is deemed to be good and sufficient notice of such Application, and the requirements of the Local Rules are satisfied by the contents of the Application.

13. To the extent the Application, the Greco Declaration, the Marcum Declaration, or the Engagement Letter is inconsistent with this Order, the terms of this Order shall govern.

14. The requirement set forth in Local Rule 9013-1(a)(3) that any motion be accompanied by a memorandum of law is hereby deemed satisfied by the contents of the Application or otherwise waived.

15. The terms and conditions of this Order shall be immediately effective and enforceable upon its entry.

16. The Court retains jurisdiction with respect to all matters arising from or related to the implementation of this Order.

Dated: _____
Trenton, New Jersey

CHRISTINE M. GRAVELLE
UNITED STATES BANKRUPTCY JUDGE

EXHIBIT 1

Engagement Letter

KIRKLAND & ELLIS LLP
AND AFFILIATED PARTNERSHIPS

Alexandra Schwarzman
To Call Writer Directly:
+1 312 862 3160
alexandra.schwarzman@kirkland.com

300 North LaSalle
Chicago, IL 60654
United States

+1 312 862 2000

www.kirkland.com

Facsimile:
+1 312 862 2200

October 28, 2022

Lori Cochran Kinkade
SVP, Head of Legal
David's Bridal, LLC
1001 Washington Street
Consohocken, PA 19428

Re: Retention to Provide Legal Services

Dear Ms. Kinkade:

We are very pleased that you have asked us to represent David's Bridal, LLC and only those wholly or partially owned subsidiaries listed in an addendum or supplement to this letter (collectively, "Client") in connection with a potential restructuring transaction. Please note, the Firm's representation is only of Client; the Firm does not and will not represent any direct or indirect shareholder, director, officer, partner, employee, affiliate, or joint venturer of Client or of any other entity.

General Terms. This retention letter (this "Agreement") sets forth the terms of Client's retention of Kirkland & Ellis LLP (and its affiliated entity Kirkland & Ellis International LLP (collectively, the "Firm")) to provide legal services and constitutes an agreement between the Firm and Client (the "Parties"). This Agreement (notwithstanding any guidelines for outside counsel that Client may provide to the Firm) sets forth the Parties' entire agreement for rendering professional services for the current matter, as well as for all other existing or future matters (collectively, the "Engagement"), except where the Parties otherwise agree in writing.

Fees. The Firm will bill Client for fees incurred at its regular hourly rates and in quarterly increments of an hour (or in smaller time increments as otherwise required by a court). The Firm reserves the right to adjust the Firm's billing rates from time to time in the ordinary course of the Firm's representation of Client.

Although the Firm will attempt to estimate fees to assist Client in Client's planning if requested, such estimates are subject to change and are not binding unless otherwise expressly and unequivocally stated in writing.

KIRKLAND & ELLIS LLP

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Expenses. Expenses related to providing services shall be included in the Firm's statements as disbursements advanced by the Firm on Client's behalf. Such expenses include photocopying, printing, scanning, witness fees, travel expenses, filing and recording fees, certain secretarial overtime, and other overtime expenses, postage, express mail, and messenger charges, deposition costs, computerized legal research charges, and other computer services, and miscellaneous other charges. Client shall pay directly (and is solely responsible for) certain larger costs, such as consultant or expert witness fees and expenses, and outside suppliers' or contractors' charges, unless otherwise agreed by the Parties. By executing this Agreement below, Client agrees to pay for all charges in accordance with the Firm's schedule of charges, a copy of which is attached hereto at Schedule 1, as revised from time to time.

Billing Procedures. The Firm's statements of fees and expenses are typically delivered monthly, but the Firm reserves the right to alter the timing of delivering its statements depending on circumstances. Client may have the statement in any reasonable format it chooses, but the Firm will select an initial format for the statement unless Client otherwise requests in writing. Depending on the circumstances, however, estimated or summary statements may be provided, with time and expense details to follow thereafter.

Retainer. Client agrees to provide to the Firm an "advance payment retainer," as defined in Rule 1.15(c) of the Illinois Rules of Professional Conduct, *Dowling v. Chicago Options Assoc., Inc.*, 875 N.E.2d 1012, 1018 (Ill. 2007), and *In re Caesars Entm't Operating Co., Inc.*, No. 15-01145 (ABG) (Bankr. N.D. Ill. May 28, 2015) (and cases cited therein), in the amount of \$200,000. In addition, Client agrees to provide one or more additional advance payment retainers upon request by the Firm so that the amount of any advance payment retainers remains at or above the Firm's estimated fees and expenses. The Firm may apply the advance payment retainers to any outstanding fees as services are rendered and to expenses as they are incurred. Client understands and acknowledges that any advance payment retainers are earned by the Firm upon receipt, any advance payment retainers become the property of the Firm upon receipt, Client no longer has a property interest in any advance payment retainers upon the Firm's receipt, any advance payment retainers will be placed in the Firm's general account and will not be held in a client trust account, and Client will not earn any interest on any advance payment retainers; provided, however, that solely to the extent required under applicable law, at the conclusion of the Engagement, if the amount of any advance payment retainers held by the Firm is in excess of the amount of the Firm's outstanding and estimated fees, expenses, and costs, the Firm will pay to Client the amount by which any advance payment retainers exceed such fees, expenses, and costs. Client further understands and acknowledges that the use of advance payment retainers is an integral condition of the Engagement, and is necessary to ensure that: Client continues to have access to the Firm's services; the Firm is compensated for its representation of Client; the Firm is not a pre-petition creditor in the event of a Restructuring Case; and that in light of the foregoing, the provision of the advance payment retainers is in Client's best interests. The fact that Client

KIRKLAND & ELLIS LLP

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has provided the Firm with an advance payment retainer does not affect Client's right to terminate the client-lawyer relationship.

Please be advised that there is another type of retainer known as a "security retainer," as defined in *Dowling v. Chicago Options Assoc.*, 875 N.E.2d at 1018, and *In re Caesars Entm't Operating Co., Inc.*, No. 15-01145 (ABG) (Bankr. N.D. Ill. May 28, 2015) (and cases cited therein). A security retainer remains the property of the client until the lawyer applies it to charges for services that are actually rendered and expenses that are incurred. Any unearned funds are then returned to the client. In other circumstances not present here, the Firm would consider a security retainer and Client's funds would be held in the Firm's segregated client trust account until applied to pay fees and expenses. Funds in a security retainer, however, can be subject to claims of Client's creditors and, if taken by creditors, may leave Client unable to pay for ongoing legal services, which may result in the Firm being unable to continue the Engagement. Moreover, a security retainer creates clawback risks for the Firm in the event of an insolvency proceeding. The choice of the type of retainer to be used is Client's choice alone, but for the Engagement and for the reasons set forth above, the Firm is unwilling to represent Client in the Engagement without using the advance payment retainer.

Termination. The Engagement may be terminated by either Party at any time by written notice by or to Client. The Engagement will end at the earliest of (a) Client's termination of the Engagement, (b) the Firm's withdrawal, and (c) the substantial completion of the Firm's substantive work. If permission for withdrawal is required by a court, the Firm shall apply promptly for such permission, and termination shall coincide with the court order for withdrawal. If this Agreement or the Firm's services are terminated for any reason, such termination shall be effective only to terminate the Firm's services prospectively and all the other terms of this Agreement shall survive any such termination.

Upon cessation of the Firm's active involvement in a particular matter (even if the Firm continues active involvement in other matters on Client's behalf), the Firm will have no further duty to inform Client of future developments or changes in law as may be relevant to such matter. Further, unless the Parties mutually agree in writing to the contrary, the Firm will have no obligation to monitor renewal or notice dates or similar deadlines that may arise from the matters for which the Firm had been retained.

Cell Phone and E-Mail Communication. The Firm hereby informs Client and Client hereby acknowledges that the Firm's attorneys sometimes communicate with their clients and their clients' professionals and agents by cell telephone, that such communications are capable of being intercepted by others and therefore may be deemed no longer protected by the attorney-client privilege, and that Client must inform the Firm if Client does not wish the Firm to discuss privileged matters on cell telephones with Client or Client's professionals or agents.

KIRKLAND & ELLIS LLP

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The Firm hereby informs Client and Client hereby acknowledges that the Firm's attorneys sometimes communicate with their clients and their clients' professionals and agents by unencrypted e-mail, that such communications are capable of being intercepted by others and therefore may be deemed no longer protected by the attorney-client privilege, and that Client must inform the Firm if Client wishes to institute a system to encode all e-mail between the Firm and Client or Client's professionals or agents.

File Retention. All records and files will be retained and disposed of in compliance with the Firm's policy in effect from time to time. Subject to future changes, it is the Firm's current policy generally not to retain records relating to a matter for more than five years. Upon Client's prior written request, the Firm will return client records that are Client's property to Client prior to their destruction. Although we will return your records (i.e., your client file) to you at any time upon your written request, you agree that your client file will not include our Firm's internal files including administrative materials, internal communications, and drafts. It is not administratively feasible for the Firm to advise Client of the closing of a matter or the disposal of records. The Firm recommends, therefore, that Client maintain Client's own files for reference or submit a written request for Client's client files promptly upon conclusion of a matter. Notwithstanding anything to the contrary herein, Client acknowledges and agrees that any applicable privilege of Client (including any attorney-client and work product privilege or any duty of confidentiality) (collectively, the "Privileges") belongs to Client alone and not to any successor entity (including without limitation the Client after a change in control or other similar restructuring or non-restructuring transaction (including without limitation a reorganized Client after the effective date of a plan of reorganization), whether through merger, asset or equity sale, business combination, or otherwise, irrespective of whether such transaction occurs in a Restructuring Case or on an out-of-court basis (in each case, a "Transaction")). Client hereby waives any right, title, and interest of such successor entity to all information, data, documents, or communications in any format covered by the Privileges that is in the possession of the Firm ("Firm Materials"), to the extent that such successor entity had any right, title, and interest to such Firm Materials. For the avoidance of doubt, Client agrees and acknowledges that after a Transaction, such successor entity shall have no right to claim or waive the Privileges or request the return of any such Firm Materials; instead, such Firm Materials shall remain in the Firm's sole possession and control for its exclusive use, and the Firm will (a) not waive any Privileges or disclose the Firm Materials, (b) take all reasonable steps to ensure that the Privileges survive and remain in full force and effect, and (c) assert the Privileges to prevent disclosure of any Firm Materials.

Data Protection. You further agree that, if you provide us with personal data, you have complied with applicable data protection legislation and that we may process such personal data in accordance with our Data Transfer and Privacy Policy at www.kirkland.com. We process your personal data in order to (i) carry out work for you; (ii) share the data with third parties such as expert witnesses and other professional advisers if our work requires; (iii) comply with applicable laws and regulations and (iv) provide you with information relating to our Firm and its services.

KIRKLAND & ELLIS LLP

October 28, 2022
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CONFIDENTIAL

Conflicts of Interest. As is customary for a law firm of the Firm's size, there are numerous business entities, with which Client currently has relationships, that the Firm has represented or currently represents in matters unrelated to Client. The Firm notes that the Firm currently represents or has represented Oaktree Capital Management or their affiliates (collectively, the "Interested Parties") and will continue to do so in such unrelated matters. Because Client is engaged in activities (and may in the future engage in additional activities) in which Client's interests may diverge from those of the Interested Parties or the Firm's other clients, the possibility exists that the Interested Parties or one of the Firm's clients may take positions adverse to Client.

Further, in undertaking the representation of Client, the Firm wants to be fair not only to Client's interests but also to those of the Firm's other clients. Because Client is engaged in activities (and may in the future engage in additional activities) in which its interests may diverge from those of the Firm's other clients, the possibility exists that one of the Firm's current or future clients may take positions adverse to Client (including litigation or other dispute resolution mechanisms) in a matter in which such other client may have retained the Firm or one of Client's adversaries may retain the Firm in a matter adverse to another entity or person.

In the event a present conflict of interest exists between Client and the Firm's other clients or in the event one arises in the future, Client agrees to waive any such conflict of interest or other objection that would preclude the Firm's representation of another client (a) in other current or future matters substantially unrelated to the Engagement or (b) other than during a Restructuring Case (as defined below), in other matters related to Client (such representation an "Allowed Adverse Representation"). By way of example, such Allowed Adverse Representations might take the form of, among other contexts: litigation (including arbitration, mediation and other forms of dispute resolution); transactional work (including consensual and non-consensual merger, acquisition, and takeover situations, financings, and commercial agreements); counseling (including advising direct adversaries and competitors); and restructuring (including bankruptcy, insolvency, financial distress, recapitalization, equity and debt workouts, and other transactions or adversarial adjudicative proceedings related to any of the foregoing and similar matters).

Client also agrees that it will not, for itself or any other entity or person, assert that either (i) the Firm's representation of Client or any of Client's affiliates in any past, present, or future matter or (ii) the Firm's actual or possible possession of confidential information belonging to Client or any of Client's affiliates is a basis to disqualify the Firm from representing another entity or person in any Allowed Adverse Representation. Client further agrees that any Allowed Adverse Representation does not breach any duty that the Firm owes to Client or any of Client's affiliates. Client also agrees that the Firm's representation in the Engagement is solely of Client and that no member or other entity or person related to it (such as a shareholder, parent, subsidiary, affiliate, director, officer, partner, employee, or joint venturer) has the status of a client for conflict of interest purposes.

KIRKLAND & ELLIS LLP

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In addition, if a waiver of a conflict of interest necessary to allow the Firm to represent another client in a matter that is not substantially related to the Engagement is not effective for any reason, Client agrees that the Firm may withdraw from the Engagement. Should that occur, Client will not, for itself or any other entity or person, seek to preclude such termination of services or assert that either (a) the Firm's representation of Client or any of Client's affiliates in any past, present, or future matter or (b) the Firm's actual or possible possession of confidential information belonging to Client or any of Client's affiliates is a basis to disqualify the Firm from representing such other client or acting on such adverse matter.

It is important that you review this letter carefully and consider all of the advantages and disadvantages of waiving certain conflicts of interests that would otherwise bar the Firm from representing parties with interests adverse to you during the time in which the Firm is representing you. You also understand that because this waiver includes future issues and future clients that are unknown and unknowable at this time, it is impossible to provide you with any more details about those prospective clients and matters. Thus, in choosing to execute this waiver, you have recognized the inherent uncertainty about the array of potential matters and clients the Firm might take on in matters that are adverse to you but have nonetheless decided it is in your interest to waive conflicts of interest regarding the Allowed Adverse Representations and waive rights to prohibit the Firm's potential withdrawal should a conflict waiver prove ineffectual.

The Firm informs Client that certain entities owned by current or former Firm attorneys and senior staff ("Attorney Investment Entities") have investments in funds or companies that may, directly or indirectly, be affiliated with Client, hold investments in Client's debt or equity securities, may be adverse to Client, or conduct commercial transactions with Client (each, a "Passive Holding"). The Attorney Investment Entities are passive and have no management or other control rights in such funds or companies. The Firm notes that other persons may in the future assert that a Passive Holding creates, in certain circumstances, a conflict between the Firm's exercise of its independent professional judgment in rendering advice to Client and the financial interest of Firm attorneys participating in the Attorney Investment Entities, and such other persons might seek to limit Client's ability to use the Firm to advise Client on a particular matter. While the Firm cannot control what a person might assert or seek, the Firm believes that the Firm's judgment will not be compromised by virtue of any Passive Holding. Please let us know if Client has any questions or concerns regarding the Passive Holdings. By executing this letter, Client acknowledges the Firm's disclosure of the foregoing.

Restructuring Cases. If it becomes necessary for Client to commence a restructuring case under chapter 11 of the U.S. Bankruptcy Code (a "Restructuring Case"), the Firm's ongoing employment by Client will be subject to the approval of the court with jurisdiction over the petition. If necessary, the Firm will take steps necessary to prepare the disclosure materials required in connection with the Firm's retention as lead restructuring counsel. In the near term, the Firm will begin conflicts checks on potentially interested parties as provided by Client.

KIRKLAND & ELLIS LLP

October 28, 2022
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If necessary, the Firm will prepare a preliminary draft of a schedule describing the Firm's relationships with certain interested parties (the "Disclosure Schedule"). The Firm will give Client a draft of the Disclosure Schedule once it is available. Although the Firm believes that these relationships do not constitute actual conflicts of interest, these relationships must be described and disclosed in Client's application to the court to retain the Firm.

If in the Firm's determination a conflict of interest arises in Client's Restructuring Case requiring separate conflicts counsel, then Client will be required to use separate conflicts counsel in those matters.

No Guarantee of Success. It is impossible to provide any promise or guarantee about the outcome of Client's matters. Nothing in this Agreement or any statement by Firm staff or attorneys constitutes a promise or guarantee. Any comments about the outcome of Client's matter are simply expressions of judgment and are not binding on the Firm.

Reimbursement of Fees and Expenses. Client agrees to promptly reimburse the Firm for all internal or external fees and expenses, including the amount of the Firm's attorney and paralegal time at normal billing rates, as incurred by the Firm in connection with participating in, preparing for, or responding to any action, claim, objection, suit, or proceeding brought by or against any third-party that relates to the legal services provided by the Firm under this Agreement. Without limiting the scope of the foregoing, and by way of example only, this paragraph extends to all such fees and expenses incurred by the Firm: in responding to document subpoenas, and preparing for and testifying at depositions and trials; and with respect to the filing, preparation, prosecution or defense of any applications by the Firm for approval of fees and expenses in a judicial, arbitral, or similar proceeding. Further, Client understands, acknowledges, and agrees that in connection with a Restructuring Case, if Client has not objected to the payment of a Firm invoice or to a Firm fee and expense application, has in fact paid such invoice, or has approved such fee and expense application, then Client waives its right (and the right of any successor entity as a result of a Transaction or otherwise) to subsequently object to the payment of fees and expenses covered by such invoice or fee application.

LLP. Kirkland & Ellis LLP is a limited liability partnership organized under the laws of Illinois, and Kirkland & Ellis International LLP is a limited liability partnership organized under the laws of Delaware. Pursuant to those statutory provisions, an obligation incurred by a limited liability partnership, whether arising in tort, contract or otherwise, is solely the obligation of the limited liability partnership, and partners are not personally liable, directly or indirectly, by way of indemnification, contribution, assessment or otherwise, for such obligation solely by reason of being or so acting as a partner.

Governing Law. This Agreement shall be governed by, and construed in accordance with, the laws of the State of Illinois, without giving effect to the conflicts of law principles thereof.

KIRKLAND & ELLIS LLP

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Miscellaneous. This Agreement sets forth the Parties' entire agreement for rendering professional services. It can be amended or modified only in writing and not orally or by course of conduct. Each Party signing below is jointly and severally responsible for all obligations due to the Firm and represents that each has full authority to execute this Agreement so that it is binding. This Agreement may be signed in one or more counterparts and binds each Party countersigning below, whether or not any other proposed signatory ever executes it. If any provision of this Agreement or the application thereof is held invalid or unenforceable, the invalidity or unenforceability shall not affect other provisions or applications of this Agreement which can be given effect without such provisions or application, and to this end the provisions of this Agreement are declared to be severable. Any agreement or waiver contained herein by Client extends to any assignee or successor in interest to Client, including without limitation the reorganized Client upon and after the effective date of a plan of reorganization in a Restructuring Case.

This Agreement is the product of arm's-length negotiations between sophisticated parties, and Client acknowledges that it is experienced with respect to the retention of legal counsel. Therefore, the Parties acknowledge and agree that any otherwise applicable rule of contract construction or interpretation which provides that ambiguities shall be construed against the drafter (and all similar rules of contract construction or interpretation) shall not apply to this Agreement. The Parties further acknowledge that the Firm is not advising Client with respect to this Agreement because the Firm would have a conflict of interest in doing so, and that Client has consulted (or had the opportunity to consult) with legal counsel of its own choosing. Client further acknowledges that Client has entered into this Agreement and agreed to all of its terms and conditions voluntarily and fully-informed, based on adequate information and Client's own independent judgment. The Parties further acknowledge that they intend for this Agreement to be effective and fully enforceable upon its execution and to be relied upon by the Parties.

* * *

KIRKLAND & ELLIS LLP

October 28, 2022
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CONFIDENTIAL

Please confirm your agreement with the arrangements described in this letter by signing the enclosed copy of this letter in the space provided below and returning it to us. Please understand that, if we do not receive a signed copy of this letter within twenty-one days, we will withdraw from representing you in this Engagement.

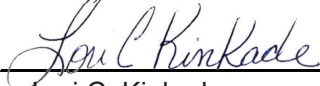
Very truly yours,

KIRKLAND & ELLIS LLP

By: 
Printed Name: Alexandra Schwarzman
Title: Partner

Agreed and accepted this 29 of October, 2022

David's Bridal, LLC

By: 
Name: Lori C. Kinkade
Title: SVP, Head of Legal & Secretary

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ADDENDUM: List of Client Subsidiaries

Aligned for the Frontline, LLC

Blueprint Registry, LLC

David's Bridal Canada, Inc.

David's Bridal UK Limited

David's Bridal, LLC

DBI Holdco, Inc.

DBI Holdco II, Inc.

DBI Investors, Inc.

DBI Midco, Inc.

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KIRKLAND & ELLIS LLP

CLIENT-REIMBURSABLE EXPENSES AND OTHER CHARGES

Effective 01/01/2022

The following outlines Kirkland & Ellis LLP's ("K&E LLP") policies and standard charges for various services performed by K&E LLP and/or by other third parties on behalf of the client which are often ancillary to our legal services. Services provided by in-house K&E LLP personnel are for the convenience of our clients. Given that these services are often ancillary to our legal services, in certain instances it may be appropriate and/or more cost efficient for these services to be outsourced to a third-party vendor. If services are provided beyond those outlined below, pricing will be based on K&E LLP's approximate cost and/or comparable market pricing.

- **Duplicating, Reprographics and Printing:** The following list details K&E LLP's charges for duplicating, reprographics and printing services:
 - ▶ Black and White Copy or Print (all sizes of paper):
 - \$0.16 per impression for all U.S. offices
 - €0.10 per impression in Munich
 - £0.15 per impression in London
 - HK\$1.50 per impression in Hong Kong
 - RMB1.00 per impression in Beijing and Shanghai
 - ▶ Color Copy or Print (all sizes of paper):
 - \$0.55 per impression
 - ▶ Scanned Images:
 - \$0.16 per page for black and white or color scans
 - ▶ Other Services:
 - CD/DVD Duplicating or Mastering - \$7/\$10 per CD/DVD
 - Binding - \$0.70 per binding
 - Large or specialized binders - \$13/\$27
 - Tabs - \$0.13 per item
 - OCR/File Conversion - \$0.03 per page
 - Large Format Printing - \$1.00 per sq. ft.
- **Secretarial and Word Processing:** Clients are not charged for secretarial and word processing activities incurred on their matters during standard business hours.
- **Overtime Charges:** Clients will be charged for overtime costs for secretarial and document services work if either (i) the client has specifically requested the after-hours work or (ii) the nature of the work being done for the client necessitates out-of-hours overtime and such work could not have been done during normal working hours. If these conditions are satisfied, costs for related overtime meals and transportation also will be charged.

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- **Travel Expenses:** We charge clients our out-of-pocket costs for travel expenses including associated travel agency fees. We charge coach fares (business class for international flights) unless the client has approved business-class, first-class or an upgrade. K&E LLP personnel are instructed to incur only reasonable airfare, hotel and meal expenses. K&E LLP negotiates, uses, and passes along volume discount hotel and air rates whenever practicable. However, certain retrospective rebates may not be passed along.
- **Catering Charges:** Clients will be charged for any in-house catering service provided in connection with client matters.
- **Communication Expenses:** We do not charge clients for telephone calls or faxes made from K&E LLP's offices with the exception of third-party conference calls and videoconferences.

Charges incurred for conference calls, videoconferences, cellular telephones, and calls made from other third-party locations will be charged to the client at the actual cost incurred. Further, other telecommunication expenses incurred at third-party locations (e.g., phone lines at trial sites, Internet access, etc.) will be charged to the client at the actual cost incurred.

- **Overnight Delivery/Postage:** We charge clients for the actual cost of overnight and special delivery (e.g., Express Mail, FedEx, and DHL), and U.S. postage for materials mailed on the client's behalf. K&E LLP negotiates, uses, and passes along volume discount rates whenever practicable.
- **Messengers:** We charge clients for the actual cost of a third party vendor messenger.
- **Library Research Services:** Library Research staff provides research and document retrieval services at the request of attorneys, and clients are charged per hour for these services. Any expenses incurred in connection with the request, such as outside retrieval service or online research charges, are passed on to the client at cost, including any applicable discounts.
- **Online Research Charges:** K&E LLP charges for costs incurred in using third-party online research services in connection with a client matter. K&E LLP negotiates and uses discounts or special rates for online research services whenever possible and practicable and passes through the full benefit of any savings to the client based on actual usage.
- **Inter-Library Loan Services:** Our standard client charge for inter-library loan services when a K&E LLP library employee borrows a book from an outside source is \$25 per title. There is no client charge for borrowing books from K&E LLP libraries in other cities or from outside collections when the title is part of the K&E LLP collection but unavailable.

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- **Off-Site Legal Files Storage:** Clients are not charged for off-site storage of files unless the storage charge is approved in advance.
- **Electronic Data Storage:** K&E LLP will not charge clients for costs to store electronic data and files on K&E LLP's systems if the data stored does not exceed 100 gigabytes (GB). If the data stored for a specific client exceeds 100GB, K&E LLP will charge clients \$6.00 per month/per GB for all network data stored until the data is either returned to the client or properly disposed of. For e-discovery data on the Relativity platform, K&E LLP will also charge clients \$6.00 per month/per GB until the data is either returned to the client or properly disposed of.
- **Calendar Court Services:** Our standard charge is \$25 for a court filing and other court services or transactions.
- **Supplies:** There is no client charge for standard office supplies. Clients are charged for special items (e.g., a minute book, exhibit tabs/indexes/dividers, binding, etc.) and then at K&E LLP's actual cost.
- **Contract Attorneys and Contract Non-Attorney Billers:** If there is a need to utilize a contract attorney or contract non-attorney on a client engagement, clients will be charged a standard hourly rate for these billers unless other specific billing arrangements are agreed between K&E LLP and client.
- **Expert Witnesses, Experts of Other Types, and Other Third Party Consultants:** If there is a need to utilize an expert witness, expert of other type, or other third party consultant such as accountants, investment bankers, academicians, other attorneys, etc. on a client engagement, clients will be requested to retain or pay these individuals directly unless specific billing arrangements are agreed between K&E LLP and client.
- **Third Party Expenditures:** Third party expenditures (e.g., corporate document and lien searches, lease of office space at Trial location, IT equipment rental, SEC and regulatory filings, etc.) incurred on behalf of a client, will be passed through to the client at actual cost. If the invoice exceeds \$50,000, it is K&E LLP's policy that wherever possible such charges will be directly billed to the client. In those circumstances where this is not possible, K&E LLP will seek reimbursement from our client prior to paying the vendor.

Unless otherwise noted, charges billed in foreign currencies are determined annually based on current U.S. charges at an appropriate exchange rate.

Exhibit B

Invoice

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KIRKLAND & ELLIS LLP
AND AFFILIATED PARTNERSHIPS

601 Lexington Avenue
New York, NY 10022

FEIN 36-1326630

June 15, 2023

David's Bridal LLC
1001 Washington Street
Conshohocken, PA 19428-2356

Attn: Charlie Lockyer

Invoice Number: 1050079049

Client Matter: 53481-3

In the Matter of Chapter 11 Filing and First Day Pleadings

For legal services rendered through April 30, 2023
(see attached Description of Legal Services for detail)

\$ 40,472.00

Total legal services rendered

\$ 40,472.00

Summary of Hours Billed

<u>Name</u>	<u>Hours</u>	<u>Rate</u>	<u>Amount</u>
Rachael M. Bentley	7.30	1,375.00	10,037.50
Nicole Cipriano	5.70	735.00	4,189.50
Julia R. Foster	0.90	480.00	432.00
Christopher T. Greco, P.C.	7.00	2,045.00	14,315.00
Aaron Metviner	6.50	1,155.00	7,507.50
Michael B. Slade	1.60	1,855.00	2,968.00
Josh Sussberg, P.C.	0.50	2,045.00	1,022.50
TOTALS	29.50		\$ 40,472.00

Description of Legal Services

<u>Date</u>	<u>Name</u>	<u>Hours</u>	<u>Description</u>
04/15/23	Josh Sussberg, P.C.	0.40	Review and revise first day declaration.
04/17/23	Rachael M. Bentley	2.50	Prepare for hearing (2.0); correspond with U.S. Trustee, parties in interest re first day orders (.5).
04/17/23	Rachael M. Bentley	4.80	Review, revise first day declaration (2.0); telephone conferences, correspond re same and first day hearing (2.8).
04/17/23	Nicole Cipriano	5.30	Conference with A. Metviner re work in process (.1); review and revise first day presentation (.9); correspond with C. Greco, R. Bentley and A. Metviner re same (.2); review and analyze first day declaration (.4); correspond with A. Metviner re same (.1); prepare for first day hearing (3.6).
04/17/23	Nicole Cipriano	0.40	Prepare for first day hearing.
04/17/23	Julia R. Foster	0.90	Compile recently filed pleadings.
04/17/23	Christopher T. Greco, P.C.	7.00	Prepare for first day hearing (5.5); telephone conferences, correspond with Company re same (1.5).
04/17/23	Aaron Metviner	6.50	Review and revise first day declaration (2.8); correspond with R. Bentley and N. Cipriano re same (.9); review and revise first day presentation (2.0); review operative first day relief (.8).
04/17/23	Michael B. Slade	1.60	Prepare for first day hearing.
04/17/23	Josh Sussberg, P.C.	0.10	Telephone conference with C. Greco re status.
Total		29.50	

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KIRKLAND & ELLIS LLP
AND AFFILIATED PARTNERSHIPS

601 Lexington Avenue
New York, NY 10022

FEIN 36-1326630

June 15, 2023

David's Bridal LLC
1001 Washington Street
Conshohocken, PA 19428-2356

Attn: Charlie Lockyer

Invoice Number: 1050079050

Client Matter: 53481-4

In the Matter of Corporate & Governance Matters

For legal services rendered through April 30, 2023
(see attached Description of Legal Services for detail)

\$ 10,466.50

Total legal services rendered

\$ 10,466.50

Summary of Hours Billed

<u>Name</u>	<u>Hours</u>	<u>Rate</u>	<u>Amount</u>
Rachael M. Bentley	1.10	1,375.00	1,512.50
Christopher T. Greco, P.C.	2.40	2,045.00	4,908.00
Aaron Metviner	0.70	1,155.00	808.50
Michael B. Slade	0.50	1,855.00	927.50
Austin Witt, P.C.	1.20	1,925.00	2,310.00
TOTALS	5.90		\$ 10,466.50

Description of Legal Services

<u>Date</u>	<u>Name</u>	<u>Hours</u>	<u>Description</u>
04/18/23	Aaron Metviner	0.70	Review press update to board (.5); correspond with L. Wolf (C-Street) and J. Rubin (C-Street) re same (.2).
04/21/23	Rachael M. Bentley	0.60	Attend board meeting.
04/21/23	Christopher T. Greco, P.C.	2.40	Participate in board update call (.6); prepare for same and follow up discussions (1.8).
04/21/23	Michael B. Slade	0.50	Update telephone conference with Board.
04/21/23	Austin Witt, P.C.	0.60	Participate in weekly board call.
04/28/23	Rachael M. Bentley	0.50	Prepare for and attend board meeting.
04/28/23	Austin Witt, P.C.	0.60	Attend weekly board meeting.
Total		5.90	

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KIRKLAND & ELLIS LLP
AND AFFILIATED PARTNERSHIPS

601 Lexington Avenue
New York, NY 10022

FEIN 36-1326630

June 15, 2023

David's Bridal LLC
1001 Washington Street
Conshohocken, PA 19428-2356

Attn: Charlie Lockyer

Invoice Number: 1050079051

Client Matter: 53481-6

In the Matter of DIP Financing and Cash Collateral

For legal services rendered through April 30, 2023
(see attached Description of Legal Services for detail)

\$ 66,808.50

Total legal services rendered

\$ 66,808.50

Summary of Hours Billed

<u>Name</u>	<u>Hours</u>	<u>Rate</u>	<u>Amount</u>
Rachael M. Bentley	8.10	1,375.00	11,137.50
Nicole Cipriano	1.00	735.00	735.00
Andrew Houlin	18.80	1,155.00	21,714.00
Jennifer McWhaw	14.40	1,375.00	19,800.00
Aaron Metviner	7.10	1,155.00	8,200.50
Josh Sussberg, P.C.	0.20	2,045.00	409.00
Austin Witt, P.C.	2.50	1,925.00	4,812.50
TOTALS	52.10		\$ 66,808.50

Description of Legal Services

<u>Date</u>	<u>Name</u>	<u>Hours</u>	<u>Description</u>
04/16/23	Josh Sussberg, P.C.	0.20	Telephone conference with C. Greco re DIP carve out.
04/17/23	Rachael M. Bentley	4.60	Review, revise DIP order, motion, credit agreement.
04/17/23	Nicole Cipriano	1.00	Review and revise DIP declarations (.9); correspond with A. Metviner re same (.1).
04/17/23	Andrew Houlin	12.50	Draft and revise ancillary DIP documents (2.0); prepare signature packets for all documents (1.2); coordinate execution of transaction documents and related ancillary documents (2.2); review and revise interim order (2.3); coordinate execution of Canadian DIP documents (1.3); participate in telephone conference with Bank of America and David's Bridal (.8); update closing checklist re DIP (.9); compile executed documents (1.2); participate in closing procedures (.6).
04/17/23	Jennifer McWhaw	10.20	Prepare revised draft of DIP credit agreement (5.6); review and comment on revised DIP credit agreement (.8); review and comment on DIP motion (.6); review and comment on guaranty and security agreement (.9); provide instructions to A. Houlin re same (.5); prepare open issues list (.5); coordinate with K&E team, client and Berkley re finalization of DIP credit agreement and ancillaries (.2); manage DIP closing (.6); review and reply to correspondence re same (.5).
04/17/23	Aaron Metviner	3.50	Review and revise DIP order (2.0); correspond with R. Bentley re same (.6); review stakeholder comments to same (.3); review DIP declarations (.4); correspond with S. Gupta re same (.2).
04/17/23	Austin Witt, P.C.	2.20	Review revised DIP credit agreement (1.3); review ancillaries, guaranty, security agreement, legal opinion (.9).
04/18/23	Rachael M. Bentley	0.50	Correspond re DIP order (.3); review, analyze same (.2).
04/18/23	Andrew Houlin	2.00	Prepare closing set re DIP (1.2); draft correspondence with deal teams (.8).
04/18/23	Aaron Metviner	0.50	Review correspondence re DIP matters.

<u>Date</u>	<u>Name</u>	<u>Hours</u>	<u>Description</u>
04/19/23	Rachael M. Bentley	0.30	Review, analyze DIP budget (.1); correspond with BRG re same (.1); correspond with landlord's counsel re same (.1).
04/19/23	Andrew Houlin	1.50	Prepare original signature packets re DIP (.6); review deposit account control agreement (.6); draft correspondence with deal teams re DIP (.3).
04/19/23	Jennifer McWhaw	0.50	Coordinating post-closing DACA (.3); review, correspond with working group re same (.2).
04/19/23	Aaron Metviner	0.50	Correspond with R. Bentley re carve out (.3); review same (.2).
04/19/23	Aaron Metviner	0.20	Review correspondence re DACA issue.
04/19/23	Austin Witt, P.C.	0.20	Coordinate DACA account joinder, changes.
04/20/23	Andrew Houlin	0.50	Review and draft correspondence with Company re DIP.
04/21/23	Rachael M. Bentley	0.10	Correspond re agent's counsel and notice re same.
04/21/23	Jennifer McWhaw	3.20	Prepare compliance and key terms summary re DIP Credit Agreement (2.7); correspond with working group re same (.5).
04/24/23	Rachael M. Bentley	0.80	Review, analyze DIP order re carve-out reporting (.2); correspond with K&E team, BRG re DIP professional fee reporting (.4); review, revise notice re same (.2).
04/24/23	Andrew Houlin	0.30	Draft correspondence with Morgan Lewis team.
04/24/23	Aaron Metviner	1.30	Correspond with R. Bentley re fee reporting (.3); draft correspondence to chapter 11 professionals re same (.3); review and analyze correspondence re same (.2); review and analyze DIP order re same (.5).
04/25/23	Rachael M. Bentley	0.30	Correspond re professional fee reporting.
04/25/23	Andrew Houlin	2.00	Review amended control agreement (1.0); prepare signature packet re amended control agreement (.8); draft correspondence re same with deal teams (.2).
04/25/23	Jennifer McWhaw	0.50	Reviewing and comment on control agreement (.3); correspond with A. Houlin re same (.1); review and reply to correspondence re same (.1).

Legal Services for the Period Ending April 30, 2023
 David's Bridal LLC
 DIP Financing and Cash Collateral

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Invoice Number: 1050079051
 Matter Number: 53481-6

<u>Date</u>	<u>Name</u>	<u>Hours</u>	<u>Description</u>
04/25/23	Aaron Metviner	1.10	Correspond with Houlihan re fee statements (.2); correspond with BRG re fee estimate (.3); correspond with chapter 11 professionals re same (.2); review and analyze retention matters (.4).
04/26/23	Rachael M. Bentley	1.50	Correspond re professional fee reporting (.3); review, analyze same and correspondence re same (.2); analyze order re lender fee reporting (.1); correspond re same (.2); telephone conference with Cole Schotz re DIP motion (.1); review, analyze same and correspondence re same (.2); correspond with Cole Schotz re same (.1); correspond with counsel to landlord re budget (.2); review, analyze same (.1).
04/28/23	Austin Witt, P.C.	0.10	Update call with M. Barr re matter status.
Total		52.10	

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KIRKLAND & ELLIS LLP
AND AFFILIATED PARTNERSHIPS

601 Lexington Avenue
New York, NY 10022

FEIN 36-1326630

June 15, 2023

David's Bridal LLC
1001 Washington Street
Conshohocken, PA 19428-2356

Attn: Charlie Lockyer

Invoice Number: 1050079052

Client Matter: 53481-9

In the Matter of Asset Sales/Sec. 363/Use, Sale & Disp.

For legal services rendered through April 30, 2023
(see attached Description of Legal Services for detail)

\$ 24,656.50

Total legal services rendered

\$ 24,656.50

Summary of Hours Billed

<u>Name</u>	<u>Hours</u>	<u>Rate</u>	<u>Amount</u>
Rachael M. Bentley	1.80	1,375.00	2,475.00
Willard Boothby, P.C.	2.30	1,795.00	4,128.50
Susan D. Golden	0.40	1,475.00	590.00
John Thomas Goldman	1.00	1,745.00	1,745.00
Christopher T. Greco, P.C.	6.30	2,045.00	12,883.50
Aaron Metviner	2.10	1,155.00	2,425.50
Josh Sussberg, P.C.	0.20	2,045.00	409.00
TOTALS	14.10		\$ 24,656.50

Description of Legal Services

<u>Date</u>	<u>Name</u>	<u>Hours</u>	<u>Description</u>
04/16/23	Willard Boothby, P.C.	1.50	Review and revise bidding procedures motion (.6); review and revise proposed order (.9).
04/18/23	Rachael M. Bentley	0.20	Correspond re media coverage and sale process.
04/19/23	Rachael M. Bentley	0.30	Telephone conference with counsel re sale process (.1); correspond re same (.1); correspond with K&E team re APA considerations (.1).
04/19/23	Willard Boothby, P.C.	0.30	Correspond with Houlihan Lokey re 363 sale process.
04/19/23	Willard Boothby, P.C.	0.20	Correspond with A. Siegel re preparation of APA schedules.
04/19/23	Christopher T. Greco, P.C.	1.10	Follow up re sale process and next steps.
04/20/23	Christopher T. Greco, P.C.	0.50	Correspond re sale update.
04/21/23	Rachael M. Bentley	0.10	Correspond with working group re interested party outreach.
04/24/23	Christopher T. Greco, P.C.	0.60	Correspond re sale process update and next steps.
04/25/23	Rachael M. Bentley	0.40	Telephone conferences and correspond with parties in interest, HL re sale process.
04/25/23	Rachael M. Bentley	0.60	Review, analyze publication notice and proofs re same (.4); correspond with K&E team, CS re publication (.2).
04/25/23	Susan D. Golden	0.40	Coordinate publication of Notice of Bid Procedures.
04/25/23	Christopher T. Greco, P.C.	1.00	Telephone conferences, correspond re sale process update and next steps.
04/25/23	Aaron Metviner	0.90	Correspond with HL re marketing process, progress (.2); update team re same (.2); correspond with K&E team re sale process (.5).
04/25/23	Aaron Metviner	0.40	Review publication notice (.3); correspond with K&E team re same (.1).
04/26/23	Rachael M. Bentley	0.20	Correspond with potential purchasers and HL re sale process.
04/26/23	Willard Boothby, P.C.	0.30	Correspond with A. Siegel re real estate sale matters.
04/26/23	Christopher T. Greco, P.C.	0.50	Correspond re sale process update and next steps.

Legal Services for the Period Ending April 30, 2023
 David's Bridal LLC
 Asset Sales/Sec. 363/Use, Sale & Disp.

Document Page 46 of 95

Invoice Number: 1050079052
 Matter Number: 53481-9

<u>Date</u>	<u>Name</u>	<u>Hours</u>	<u>Description</u>
04/26/23	Aaron Metviner	0.80	Correspond with R. Bentley re marketing process (.3); correspond with J. Sussberg, K&E team re same (.3); review press updates re same (.2).
04/26/23	Josh Sussberg, P.C.	0.20	Correspond re certain bidder potential interest.
04/27/23	John Thomas Goldman	1.00	Emails regarding potential 363 sale and designation rights.
04/27/23	Christopher T. Greco, P.C.	1.20	Correspond re sale process update and next steps.
04/28/23	Christopher T. Greco, P.C.	1.40	Correspond re sale process update and next steps.
Total		14.10	

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KIRKLAND & ELLIS LLP
AND AFFILIATED PARTNERSHIPS

601 Lexington Avenue
New York, NY 10022

FEIN 36-1326630

June 15, 2023

David's Bridal LLC
1001 Washington Street
Conshohocken, PA 19428-2356

Attn: Charlie Lockyer

Invoice Number: 1050079053

Client Matter: 53481-10

In the Matter of Executory Contracts & Unexpired Leases

For legal services rendered through April 30, 2023
(see attached Description of Legal Services for detail)

\$ 687.50

Total legal services rendered

\$ 687.50

Summary of Hours Billed

<u>Name</u>	<u>Hours</u>	<u>Rate</u>	<u>Amount</u>
Rachael M. Bentley	0.50	1,375.00	687.50
TOTALS	0.50		\$ 687.50

Description of Legal Services

<u>Date</u>	<u>Name</u>	<u>Hours</u>	<u>Description</u>
04/21/23	Rachael M. Bentley	0.50	Prepare for and attend telephone conference with counsel to contract counterparty.
Total		0.50	

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KIRKLAND & ELLIS LLP
AND AFFILIATED PARTNERSHIPS

601 Lexington Avenue
New York, NY 10022

FEIN 36-1326630

June 15, 2023

David's Bridal LLC
1001 Washington Street
Conshohocken, PA 19428-2356

Attn: Charlie Lockyer

Invoice Number: 1050079054

Client Matter: 53481-14

In the Matter of Creditor and Stakeholder Communications

For legal services rendered through April 30, 2023
(see attached Description of Legal Services for detail)

\$ 10,428.00

Total legal services rendered

\$ 10,428.00

Summary of Hours Billed

<u>Name</u>	<u>Hours</u>	<u>Rate</u>	<u>Amount</u>
Rachael M. Bentley	1.20	1,375.00	1,650.00
Aaron Metviner	7.60	1,155.00	8,778.00
TOTALS	8.80		\$ 10,428.00

Description of Legal Services

<u>Date</u>	<u>Name</u>	<u>Hours</u>	<u>Description</u>
04/17/23	Aaron Metviner	2.00	Review and revise PR materials (1.6); correspond with L. Wolf (C-Street) and R. Bentley re same (.4).
04/19/23	Aaron Metviner	0.50	Correspond with L. Wolf (C-Street) re press update (.2); attend telephone conference with C-Street (.3).
04/21/23	Aaron Metviner	0.60	Correspond with K. Reimel (C-Street) re press report (.3); review same (.2); review correspondence with J. Marcum (Company) re same (.1).
04/27/23	Rachael M. Bentley	0.40	Telephone conferences, correspond re communications (.2); review, revise statement re same (.1); correspond re same (.1).
04/27/23	Aaron Metviner	0.60	Attend update telephone conference with C-Street team (.4); review related materials (.2).
04/27/23	Aaron Metviner	0.50	Review and revise media holding statement (.3); correspond with K. Reimel (C Street) re same (.2).
04/28/23	Rachael M. Bentley	0.80	Review, revise communications re employee matters (.3); correspond re same (.2); telephone conference with Weil, K&E team re status (.3).
04/28/23	Aaron Metviner	3.40	Review and revise talking points/FAQs (2.5); correspond with K. Reimel (C-Street) and R. Bentley re same (.4); correspond with F. Yudkin (CS) re same (.2); review first day orders re same (.3).
Total		8.80	

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KIRKLAND & ELLIS LLP
AND AFFILIATED PARTNERSHIPS

601 Lexington Avenue
New York, NY 10022

FEIN 36-1326630

June 15, 2023

David's Bridal LLC
1001 Washington Street
Conshohocken, PA 19428-2356

Attn: Charlie Lockyer

Invoice Number: 1050079055

Client Matter: 53481-16

In the Matter of Hearings

For legal services rendered through April 30, 2023
(see attached Description of Legal Services for detail)

\$ 20,366.50

Total legal services rendered

\$ 20,366.50

Summary of Hours Billed

<u>Name</u>	<u>Hours</u>	<u>Rate</u>	<u>Amount</u>
Rachael M. Bentley	2.50	1,375.00	3,437.50
Nicole Cipriano	2.50	735.00	1,837.50
Christopher T. Greco, P.C.	2.50	2,045.00	5,112.50
Aaron Metviner	2.50	1,155.00	2,887.50
Michael B. Slade	2.50	1,855.00	4,637.50
Josh Sussberg, P.C.	1.20	2,045.00	2,454.00
TOTALS	13.70		\$ 20,366.50

Legal Services for the Period Ending April 30, 2023 Document Page 55 of 95 Invoice Number: 1050079055
 David's Bridal LLC Matter Number: 53481-16
 Hearings

Description of Legal Services

<u>Date</u>	<u>Name</u>	<u>Hours</u>	<u>Description</u>
04/17/23	Rachael M. Bentley	2.50	Attend hearing.
04/17/23	Nicole Cipriano	2.50	Participate in first day hearing.
04/17/23	Christopher T. Greco, P.C.	2.50	Participate in first day hearing.
04/17/23	Aaron Metviner	2.50	Attend first day hearing.
04/17/23	Michael B. Slade	2.50	Attend first day hearing.
04/17/23	Josh Sussberg, P.C.	1.20	Attend first day hearing.
Total		13.70	

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KIRKLAND & ELLIS LLP
AND AFFILIATED PARTNERSHIPS

601 Lexington Avenue
New York, NY 10022

FEIN 36-1326630

June 15, 2023

David's Bridal LLC
1001 Washington Street
Conshohocken, PA 19428-2356

Attn: Charlie Lockyer

Invoice Number: 1050079056

Client Matter: 53481-19

In the Matter of Tax Matters

For legal services rendered through April 30, 2023
(see attached Description of Legal Services for detail)

\$ 1,737.00

Total legal services rendered

\$ 1,737.00

Summary of Hours Billed

<u>Name</u>	<u>Hours</u>	<u>Rate</u>	<u>Amount</u>
Weiwei Chen	0.60	935.00	561.00
Anthony Vincenzo Sexton, P.C.	0.70	1,680.00	1,176.00
TOTALS	1.30		\$ 1,737.00

Description of Legal Services

<u>Date</u>	<u>Name</u>	<u>Hours</u>	<u>Description</u>
04/24/23	Weiwei Chen	0.60	Call with client and Deloitte re sales and use tax compliance.
04/24/23	Anthony Vincenzo Sexton, P.C.	0.70	Telephone conference with Company and accountants re sales tax and other tax issues (.5); correspond with Company re same (.2).
Total		1.30	

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KIRKLAND & ELLIS LLP
AND AFFILIATED PARTNERSHIPS

601 Lexington Avenue
New York, NY 10022

FEIN 36-1326630

June 15, 2023

David's Bridal LLC
1001 Washington Street
Conshohocken, PA 19428-2356

Attn: Charlie Lockyer

Invoice Number: 1050079057

Client Matter: 53481-20

In the Matter of Case Administration

For legal services rendered through April 30, 2023
(see attached Description of Legal Services for detail)

\$ 13,621.00

Total legal services rendered

\$ 13,621.00

Summary of Hours Billed

<u>Name</u>	<u>Hours</u>	<u>Rate</u>	<u>Amount</u>
Rachael M. Bentley	3.50	1,375.00	4,812.50
Nicole Cipriano	4.10	735.00	3,013.50
Julia R. Foster	0.70	480.00	336.00
Christopher T. Greco, P.C.	2.50	2,045.00	5,112.50
Aaron Metviner	0.30	1,155.00	346.50
TOTALS	11.10		\$ 13,621.00

Description of Legal Services

<u>Date</u>	<u>Name</u>	<u>Hours</u>	<u>Description</u>
04/18/23	Rachael M. Bentley	1.20	Review, analyze, revise pro hac motions (.8); correspond with working group re same (.2); correspond with Omni re notice considerations (.2).
04/18/23	Nicole Cipriano	2.00	Review and revise pro hac vice applications (1.2); draft and revise tracker re key dates and deadlines (.8).
04/18/23	Julia R. Foster	0.20	Correspond with R. Hollander re first day hearing transcript.
04/18/23	Christopher T. Greco, P.C.	2.50	Attend to follow up from first day hearing (2.0); attend to next steps (.5).
04/19/23	Rachael M. Bentley	1.30	Telephone conference, correspond with C Street re status and first day hearing (.5); telephone conference, correspond with Osler re same (.3); telephone conferences, correspond with CS re status (.3); review, revise case summary (.2).
04/19/23	Nicole Cipriano	1.60	Review and analyze precedent re tracker re key dates and deadlines (.3); review and revise tracker re key dates and deadlines (.7); review and analyze related motions and orders (.4); correspond with C. Greco and K&E team re key dates and deadlines (.2).
04/19/23	Aaron Metviner	0.10	Correspond with K. Steverson (Omni) re noticing issue.
04/21/23	Julia R. Foster	0.50	Draft PHV application and certification in support for A. Schwarzman.
04/21/23	Aaron Metviner	0.20	Correspond with R. Bentley, J. Foster re pro hac vices.
04/24/23	Nicole Cipriano	0.50	Review and revise pro hac vice application (.3); correspond with A. Schwarzman, R. Bentley and Cole Schotz re same (.2).
04/27/23	Rachael M. Bentley	1.00	Telephone conferences with working group, C Street re status (.5); telephone conferences re noticing and creditors matrix (.5).
Total		11.10	

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KIRKLAND & ELLIS LLP
AND AFFILIATED PARTNERSHIPS

601 Lexington Avenue
New York, NY 10022

FEIN 36-1326630

June 15, 2023

David's Bridal LLC
1001 Washington Street
Conshohocken, PA 19428-2356

Attn: Charlie Lockyer

Invoice Number: 1050079058

Client Matter: 53481-21

In the Matter of Retention - K&E

For legal services rendered through April 30, 2023
(see attached Description of Legal Services for detail)

\$ 52,460.50

Total legal services rendered

\$ 52,460.50

Summary of Hours Billed

<u>Name</u>	<u>Hours</u>	<u>Rate</u>	<u>Amount</u>
Rachael M. Bentley	5.50	1,375.00	7,562.50
Nicole Cipriano	24.80	735.00	18,228.00
Marta Dudyan	26.00	315.00	8,190.00
Aaron Metviner	8.50	1,155.00	9,817.50
Eric Nyberg	27.50	315.00	8,662.50
TOTALS	92.30		\$ 52,460.50

Description of Legal Services

<u>Date</u>	<u>Name</u>	<u>Hours</u>	<u>Description</u>
04/17/23	Nicole Cipriano	0.10	Correspond with R. Bentley and A. Metviner re conference re conflicts.
04/17/23	Marta Dudyan	6.00	Analyze disclosure of creditors/entities.
04/17/23	Eric Nyberg	7.50	Conduct parent company research re creditors/entities (4.0); conduct analysis re disclosure of creditors/entities (2.0); conduct organization and preparation of parties for conflicts searching for creditors/entities (1.5).
04/18/23	Rachael M. Bentley	1.60	Office conference with A. Metviner and N. Cipriano re K&E retention application and conflict reports (.7); prepare for same (.3); review, analyze conflict reports (.2); correspond with N. Cipriano and K&E team re same and billing memorandum (.2); review, analyze billing matters re retention (.2).
04/18/23	Rachael M. Bentley	0.20	Telephone conference with N. Cipriano and K&E team re parties in interest list and retention application considerations (.1); correspond with N. Cipriano and K&E team re same (.1).
04/18/23	Nicole Cipriano	1.10	Conferences with R. Bentley and A. Metviner re K&E retention and work in process (.9); review and analyze notes re same (.1); correspond with K&E team re conflicts reports (.1).
04/18/23	Marta Dudyan	5.00	Analyze disclosure of creditors/entities.
04/18/23	Aaron Metviner	1.20	Conference with R. Bentley and N. Cipriano re retention issues (.7); review and analyze same (.5).
04/18/23	Eric Nyberg	6.50	Conduct analysis re disclosure of creditors/entities (4.0); conduct analysis for disclosure of same (1.0); conduct organization and preparation of parties re conflicts searches (.5); conduct parent company research re creditors/entities (1.0).
04/19/23	Rachael M. Bentley	0.30	Correspond with A. Metviner and K&E team re billing matters.
04/19/23	Nicole Cipriano	3.70	Draft retention application (2.3); review and analyze disclosure matters re same (1.4).

Legal Services for the Period Ending April 30, 2023
 David's Bridal LLC
 Retention - K&E

Document Page 65 of 95

Invoice Number: 1050079058
 Matter Number: 53481-21

<u>Date</u>	<u>Name</u>	<u>Hours</u>	<u>Description</u>
04/19/23	Marta Dudyan	6.00	Conduct analysis re disclosure of creditors/entities.
04/19/23	Aaron Metviner	0.50	Review and analyze retention matters.
04/19/23	Eric Nyberg	4.00	Conduct analysis re disclosure of creditors/entities (3.0); conduct organization and preparation of parties for conflicts searches (1.0).
04/20/23	Rachael M. Bentley	1.10	Correspond with N. Cipriano and K&E team re retention application and schedules re same (.4); review, revise schedules re same (.5); correspond with N. Cipriano and K&E team re additional parties in interest (.2).
04/20/23	Nicole Cipriano	4.60	Draft and revise retention application (1.6); review and analyze disclosures re same (1.5); draft and revise memo re billing and staffing (1.2); correspond with R. Bentley and K&E team re same (.1); correspond with R. Bentley re same (.2).
04/20/23	Marta Dudyan	2.50	Conduct analysis re disclosure of creditors/entities.
04/20/23	Eric Nyberg	4.00	Conduct analysis re disclosure of creditors/entities (1.0); draft schedules for declaration (3.0).
04/21/23	Rachael M. Bentley	1.20	Review, revise administrative procedures order (.5); correspond with A. Metviner, K&E team, Cole Schotz re same (.3); review and analyze local rules re same (.2); review and analyze billing memorandum (.1); correspond with N. Cipriano re same (.1).
04/21/23	Eric Nyberg	5.50	Draft schedules for declaration (4.0); revise same (1.5).
04/24/23	Nicole Cipriano	6.60	Review and analyze conflicts reports (3.9); draft and revise disclosures re same (1.5); correspond with R. Bentley, A. Metviner and R. Mulvihill re same (.8); review and analyze notes re conflict review matters (.4).
04/25/23	Rachael M. Bentley	0.70	Correspond with N. Cipriano and K&E team re retention application (.3); review, analyze conflict reports and correspondence re same (.2); review and analyze specific disclosure matters re retention application (.2).
04/25/23	Marta Dudyan	5.00	Conduct analysis re disclosure of creditors/entities.

Legal Services for the Period Ending April 30, 2023
 David's Bridal LLC
 Retention - K&E

Document Page 66 of 95

Invoice Number: 1050079058
 Matter Number: 53481-21

<u>Date</u>	<u>Name</u>	<u>Hours</u>	<u>Description</u>
04/26/23	Nicole Cipriano	4.10	Review and analyze conflicts reports (2.1); review and revise chart re same (1.8); correspond with A. Metviner re same (.2).
04/26/23	Marta Dudyan	1.00	Review conflicts email replies.
04/26/23	Aaron Metviner	0.40	Review and analyze fee estimate matters (.2); correspond with R. Bentley, BRG re same (.2).
04/26/23	Aaron Metviner	2.70	Review and analyze conflicts reports re K&E retention (2.0); review and analyze fee estimate matters (.3); correspond with chapter 11 professionals, R. Bentley re same (.4).
04/27/23	Rachael M. Bentley	0.40	Telephone conference with N. Cipriano and K&E team re retention application (.2); correspond with N. Cipriano and K&E team re same (.2).
04/27/23	Nicole Cipriano	4.60	Review and analyze conflicts reports (.3); review and revise chart re same (1.3); correspond with R. Bentley re same (.2); correspond with R. Bentley re retention application (.1); review and analyze specific disclosure matters re same (1.9); telephone conference with R. Bentley re same (.2); correspond with A. Yenamandra re same (.6).
04/27/23	Marta Dudyan	0.50	Review conflicts email replies.
04/27/23	Aaron Metviner	3.40	Review and analyze K&E retention matters (.5); review and analyze conflicts reports re same (2.6); correspond with N. Cipriano , R. Bentley re same (.3).
04/28/23	Aaron Metviner	0.30	Review and analyze K&E retention matters.
Total		92.30	

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KIRKLAND & ELLIS LLP
AND AFFILIATED PARTNERSHIPS

601 Lexington Avenue
New York, NY 10022

FEIN 36-1326630

June 15, 2023

David's Bridal LLC
1001 Washington Street
Conshohocken, PA 19428-2356

Attn: Charlie Lockyer

Invoice Number: 1050079059

Client Matter: 53481-22

In the Matter of Retention-Non-K&E

For legal services rendered through April 30, 2023
(see attached Description of Legal Services for detail)

\$ 4,389.00

Total legal services rendered

\$ 4,389.00

Summary of Hours Billed

<u>Name</u>	<u>Hours</u>	<u>Rate</u>	<u>Amount</u>
Aaron Metviner	3.80	1,155.00	4,389.00
TOTALS	3.80		\$ 4,389.00

Description of Legal Services

<u>Date</u>	<u>Name</u>	<u>Hours</u>	<u>Description</u>
04/20/23	Aaron Metviner	2.00	Review, revise administrative fee motion (1.4); review and analyze considerations re same (.4); correspond with R. Bentley re same (.2).
04/21/23	Aaron Metviner	1.80	Review and revise administrative fee order (1.3); correspond with R. Bentley re same (.3); correspond with Cole Schotz re same (.2).
Total		3.80	

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KIRKLAND & ELLIS LLP
AND AFFILIATED PARTNERSHIPS

601 Lexington Avenue
New York, NY 10022

FEIN 36-1326630

June 15, 2023

David's Bridal LLC
1001 Washington Street
Conshohocken, PA 19428-2356

Attn: Charlie Lockyer

Invoice Number: 1050079060

Client Matter: 53481-23

In the Matter of Vendor Matters

For legal services rendered through April 30, 2023
(see attached Description of Legal Services for detail)

\$ 2,618.00

Total legal services rendered

\$ 2,618.00

Summary of Hours Billed

<u>Name</u>	<u>Hours</u>	<u>Rate</u>	<u>Amount</u>
Rachael M. Bentley	1.40	1,375.00	1,925.00
Aaron Metviner	0.60	1,155.00	693.00
TOTALS	2.00		\$ 2,618.00

Description of Legal Services

<u>Date</u>	<u>Name</u>	<u>Hours</u>	<u>Description</u>
04/18/23	Rachael M. Bentley	0.30	Review and analyze correspondence re vendor inquiries (.1); review, analyze critical vendor considerations re same (.1); correspond with A. Metviner and K&E team re same (.1).
04/19/23	Rachael M. Bentley	0.30	Telephone conferences, correspond re vendors.
04/21/23	Rachael M. Bentley	0.30	Review, analyze correspondence re vendor inquiries (.2); correspond with A. Metviner and K&E team re same (.1).
04/26/23	Rachael M. Bentley	0.50	Telephone conference with counsel to vendor re prepetition claims and goods (.2); correspond with Company re same (.2); review and analyze critical vendors motion re same (.1).
04/29/23	Aaron Metviner	0.30	Correspond with R. Bentley re vendor inquiries (.1); review and analyze same (.2).
04/30/23	Aaron Metviner	0.30	Correspond with R. Bentley (KE) re vendor issue (.1); review documentation re same (.2).
Total		2.00	

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KIRKLAND & ELLIS LLP
AND AFFILIATED PARTNERSHIPS

601 Lexington Avenue
New York, NY 10022

FEIN 36-1326630

June 15, 2023

David's Bridal LLC
1001 Washington Street
Conshohocken, PA 19428-2356

Attn: Charlie Lockyer

Invoice Number: 1050079061

Client Matter: 53481-24

In the Matter of Litigation

For legal services rendered through April 30, 2023
(see attached Description of Legal Services for detail)

\$ 484.00

Total legal services rendered

\$ 484.00

Summary of Hours Billed

<u>Name</u>	<u>Hours</u>	<u>Rate</u>	<u>Amount</u>
Rachael M. Bentley	0.10	1,375.00	137.50
Aaron Metviner	0.30	1,155.00	346.50
TOTALS	0.40		\$ 484.00

Legal Services for the Period Ending April 30, 2023
 David's Bridal LLC
 Litigation

Description of Legal Services

<u>Date</u>	<u>Name</u>	<u>Hours</u>	<u>Description</u>
04/18/23	Aaron Metviner	0.30	Review and analyze draft notice of bankruptcy (.2); correspond with R. Bentley re same (.1).
04/19/23	Rachael M. Bentley	0.10	Correspond with A. Metviner re litigation matters.
Total		0.40	

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KIRKLAND & ELLIS LLP
AND AFFILIATED PARTNERSHIPS

601 Lexington Avenue
New York, NY 10022

FEIN 36-1326630

June 15, 2023

David's Bridal LLC
1001 Washington Street
Conshohocken, PA 19428-2356

Attn: Charlie Lockyer

Invoice Number: 1050079062

Client Matter: 53481-25

In the Matter of Non-Working Travel

For legal services rendered through April 30, 2023
(see attached Description of Legal Services for detail)

\$ 13,159.00

Total legal services rendered

\$ 13,159.00

Legal Services for the Period Ending April 30, 2023
David's Bridal LLC
Non-Working Travel

Summary of Hours Billed

<u>Name</u>	<u>Hours</u>	<u>Rate</u>	<u>Amount</u>
Rachael M. Bentley	1.50	1,375.00	2,062.50
Nicole Cipriano	1.50	735.00	1,102.50
Christopher T. Greco, P.C.	1.50	2,045.00	3,067.50
Aaron Metviner	1.50	1,155.00	1,732.50
Michael B. Slade	2.80	1,855.00	5,194.00
TOTALS	8.80		\$ 13,159.00

Legal Services for the Period Ending April 30, 2023
 David's Bridal LLC
 Non-Working Travel

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Invoice Number: 1050079062
 Matter Number: 53481-25

Description of Legal Services

<u>Date</u>	<u>Name</u>	<u>Hours</u>	<u>Description</u>
04/17/23	Rachael M. Bentley	1.50	Travel from New York, NY to Trenton, NJ re first day hearing (1.5); travel from Trenton, NJ to New York, NY re same (1.5) (billed at half time).
04/17/23	Nicole Cipriano	1.50	Travel from New York, NY to Trenton, NJ re first day hearing (1.5); travel from Trenton, NJ to New York, NY re same (1.5) (billed at half time).
04/17/23	Christopher T. Greco, P.C.	1.50	Travel from New York, NY to Trenton, NJ re first day hearing (1.5); travel from Trenton, NJ to New York, NY re same (1.5) (billed at half time).
04/17/23	Aaron Metviner	1.50	Travel from New York, NY to Trenton, NJ re first day hearing (1.5); travel from Trenton, NJ to New York, NY re same (1.5) (billed at half time).
04/17/23	Michael B. Slade	1.50	Travel from Chicago, IL to Trenton, NJ re first day hearing (billed at half time).
04/19/23	Michael B. Slade	1.30	Travel from Trenton, NJ to Chicago, IL (billed at half time).
Total		8.80	

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KIRKLAND & ELLIS LLP
AND AFFILIATED PARTNERSHIPS

601 Lexington Avenue
New York, NY 10022

FEIN 36-1326630

June 15, 2023

David's Bridal LLC
1001 Washington Street
Conshohocken, PA 19428-2356

Attn: Charlie Lockyer

Invoice Number: 1050079063

Client Matter: 53481-26

In the Matter of International Matters

For legal services rendered through April 30, 2023
(see attached Description of Legal Services for detail)

\$ 1,512.50

Total legal services rendered

\$ 1,512.50

Summary of Hours Billed

<u>Name</u>	<u>Hours</u>	<u>Rate</u>	<u>Amount</u>
Rachael M. Bentley	1.10	1,375.00	1,512.50
TOTALS	1.10		\$ 1,512.50

Description of Legal Services

<u>Date</u>	<u>Name</u>	<u>Hours</u>	<u>Description</u>
04/21/23	Rachael M. Bentley	0.20	Correspond with C. Greco and K&E team re UK process and advisors re same.
04/25/23	Rachael M. Bentley	0.90	Review, revise information report re international matters (.5); correspond with C. Greco and K&E team re same (.2); telephone conference with C. Greco re Canadian payments (.1); correspond with C. Greco re same (.1).
Total		1.10	

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KIRKLAND & ELLIS LLP
AND AFFILIATED PARTNERSHIPS

601 Lexington Avenue
New York, NY 10022

FEIN 36-1326630

June 15, 2023

David's Bridal LLC
1001 Washington Street
Conshohocken, PA 19428-2356

Attn: Charlie Lockyer

Invoice Number: 1050079064

Client Matter: 53481-27

In the Matter of Creditors' Committee Matters

For legal services rendered through April 30, 2023
(see attached Description of Legal Services for detail)

\$ 412.50

Total legal services rendered

\$ 412.50

Summary of Hours Billed

<u>Name</u>	<u>Hours</u>	<u>Rate</u>	<u>Amount</u>
Rachael M. Bentley	0.30	1,375.00	412.50
TOTALS	0.30		\$ 412.50

Description of Legal Services

<u>Date</u>	<u>Name</u>	<u>Hours</u>	<u>Description</u>
04/28/23	Rachael M. Bentley	0.30	Correspond re committee formation (.2); analyze matrix re same (.1).
Total		0.30	

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KIRKLAND & ELLIS LLP
AND AFFILIATED PARTNERSHIPS

601 Lexington Avenue
New York, NY 10022

FEIN 36-1326630

June 15, 2023

David's Bridal LLC
1001 Washington Street
Conshohocken, PA 19428-2356

Attn: Charlie Lockyer

Invoice Number: 1050079065

Client Matter: 53481-29

In the Matter of Expenses

For expenses incurred through April 30, 2023
(see attached Description of Expenses for detail)

\$ 2,643.98

Total expenses incurred

\$ 2,643.98

Legal Services for the Period Ending April 30, 2023
David's Bridal LLC
Expenses

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Invoice Number: 1050079065
Matter Number: 53481-29

Description of Expenses

<u>Description</u>	<u>Amount</u>
Third Party Telephone Charges	15.00
Standard Copies or Prints	48.70
Color Copies or Prints	110.55
Local Transportation	23.24
Airfare	1,152.00
Transportation to/from airport	379.00
Working Meals/K&E Only	8.53
Outside Retrieval Service	851.94
Overtime Transportation	55.02
Total	\$ 2,643.98

Description of Expenses

Third Party Telephone Charges

<u>Date</u>	<u>Description</u>	<u>Amount</u>
04/17/23	Michael B. Slade - Michael B. Slade, Internet, Travel to Trenton, New Jersey for the first day of client's court hearing on April 17, 2023. 04/17/2023	15.00
	Total	15.00

Standard Copies or Prints

<u>Date</u>	<u>Description</u>	<u>Amount</u>
04/17/23	Standard Copies or Prints	45.70
04/26/23	Standard Copies or Prints	3.00
	Total	48.70

Color Copies or Prints

<u>Date</u>	<u>Description</u>	<u>Amount</u>
04/17/23	Color Copies or Prints	108.35
04/26/23	Color Copies or Prints	2.20
	Total	110.55

Local Transportation

<u>Date</u>	<u>Description</u>	<u>Amount</u>
04/17/23	Aaron Metviner - Aaron Metviner, Taxi, David's Bridal First Day of Hearing, LUNCH AT COURT. 04/17/2023	23.24
	Total	23.24

Legal Services for the Period Ending April 30, 2023
David's Bridal LLC
Expenses

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Invoice Number: 1050079065
Matter Number: 53481-29

Airfare

<u>Date</u>	<u>Description</u>	<u>Amount</u>
04/17/23	Christopher T. Greco, P.C. - Christopher T. Greco, Rachael Bentley, Aaron Metviner, Nicole Cipriano Rail, New York, NY to Trenton, NJ Client hearing 04/17/2023	1,020.00
04/17/23	Christopher T. Greco, P.C. - Christopher T. Greco, Rail, New York, NY to Trenton, NJ Client hearing 04/17/2023	132.00
	Total	1,152.00

Legal Services for the Period Ending April 30, 2023
David's Bridal LLC
Expenses

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Invoice Number: 1050079065
Matter Number: 53481-29

Transportation to/from airport

<u>Date</u>	<u>Description</u>	<u>Amount</u>
04/17/23	Michael B. Slade - Michael B. Slade, Transportation To/From Airport, Travel to Trenton, New Jersey for first day hearing on April 17, 2023. 04/17/2023	83.00
04/30/23	SUNNY'S WORLDWIDE - MICHAEL B SLADE-PHL-Clarkson S. Fisher Federal Building Trenton, NJ 08608 04/17/2023	296.00
	Total	379.00

Working Meals/K&E Only

<u>Date</u>	<u>Description</u>	<u>Amount</u>
04/17/23	Aaron Metviner - Aaron Metviner, Working Meal/K&E Only, MONTY'S CAFE David's Bridal, First Day Hearing: LUNCH AT COURT. Aaron Metviner 04/17/2023	8.53
	Total	8.53

Outside Retrieval Service

<u>Date</u>	<u>Description</u>	<u>Amount</u>
04/17/23	CSC - Charters and good standings	851.94
	Total	851.94

Overtime Transportation

<u>Date</u>	<u>Description</u>	<u>Amount</u>
04/17/23	Aaron Metviner - Aaron Metviner, Taxi, OT: Work to home. 04/17/2023	27.19
04/17/23	Nicole Cipriano - Nicole Cipriano, Taxi, OT Transportation home from the office. 04/17/2023	27.83
	Total	55.02
TOTAL EXPENSES		\$ 2,643.98